

Seller's Affidavit

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared **Charles R. Dunlap Construction and Chris R. Dunlap Construction** ("Affiant"), who upon being first duly sworn, on oath, deposes and says:

1. That Affiant is the fee simple owner of the following described real property located in **Orange County, Florida** ("Property"), to wit:

Lot 15, Block C, of Celery Fields, as recorded in 90, at 22, as recorded in the public records of Orange County, Florida.

2. (a) That Affiant has full, complete and undisputed possession of the Property and that there are no leases, options, interest or demands held thereon, and

(b) That no individual, entity or Governmental Authority has any claim against the Property under any applicable laws and that no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property, other than Affiant, or

(c) That the property as described above is, at present, in use as **Residence** and that the only parties in possession of the premises are **Charles R. Dunlap Construction and Chris R. Dunlap Construction**.

3. That the Property is free and clear of all liens, taxes, special assessments, municipal or county liens, encumbrances and claims of every kind, nature and description whatsoever, except for real estate taxes for the year **2007**, which are not yet due and payable.

4. That there are no easements or claims of easements of any type or nature whatsoever not shown by the public records.

5. (a) That there have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid.

or

(b) All labor, material and/or services, if any, were furnished, completed, and in place not less than 90 days prior to the date of this affidavit and all charges for any labor, material, and/or services whenever furnished have been paid in full, and the undersigned has not received notice from any laborer, materialman, or subcontractor, pursuant to the provisions of F.S.A. Chapter 713.06.

NOTE: The undersigned is requested to delete either paragraph 5(a) or paragraph 5(b) as only one statement will be correct.

6. That there are no construction, mechanic's, materialmen's or laborer's liens against the Property.

7. That Affiant knows of no violations of Municipal Ordinances pertaining to the Property.

8. That there are no Federal or State tax claims, liens or penalties assessed against Affiant, and there are no judgments against Affiant unsatisfied of record in the courts of any State or of the United States of America.

9. Affiant has not executed any instruments or taken any actions which would create an interest in or affect the title to the Property or any portion thereof which remain unrecorded as of the date hereof, and will not execute any such instruments or take any such actions prior to the [delivery/recording] of the instrument to be insured pursuant to **Commonwealth Land Title Insurance Company's** Commitment No. **C-33574-445**.

The foregoing notwithstanding, it is hereby covenanted and agreed and expressly made a part of this agreement that the liability of the undersigned hereunder, as to this paragraph 9, shall cease and terminate at such time as the Company shall have completed all of its various title searches covering the lands referenced above through the date of recording of the documents required to establish the interest(s) to be insured, required for the issuance of the above policy; provided, however, that 1) no rights, interests, liens, claims, encumbrances, or defects in title, or any rights existing by reason of or in consequence thereof, or growing out of, are disclosed by the said various title searches and examination; 2) there is then pending no suit, action, or proceedings either direct or collateral, to assert, establish, or enforce the said mentioned rights, interests, liens, claims, encumbrances, or defects in title, or any rights existing or arising by reason of or in consequence thereof or growing out thereof; 3) that no judgment, order, or decree rendered in any such proceeding remains unsatisfied; and 4) that the undersigned is not in default in the performance of any of the terms, covenants and conditions hereof.

10. Section 1445 of the Internal Revenue Code provides that the purchaser of a U.S. real property interest must withhold tax if the seller is a foreign person or a foreign corporation, partnership, trust or estate. Affiant, to inform Purchaser that withholding of tax is not required upon disposition of the referenced U.S. property interest, hereby certifies as to the following:

- (a) That **Charles R. Dunlap Construction and Chris R. Dunlap Construction** is/are not a foreign person(s), foreign trust(s) or estate for the purposes of U.S. income taxation; and
- (b) That the Social Security Number for **Charles R. Dunlap Construction and Chris R. Dunlap Construction** is **999-99-9999**.
- (c) That Affiant understands that this certification may be disclosed to the Internal Revenue Service by Purchaser, and that any false statement made herein may be punishable by fine, imprisonment, or both.
11. That this Affidavit is given for the express purpose of inducing **Michael G. Stephens, Mary F. Stephens, Husband and Wife, Mike Steph and Mar Steph, Husband and Wife** to purchase the Property and to induce **Commonwealth Land Title Insurance Company** to issue an Owner's Policy of Title Insurance, and Affiant knows and acknowledges that this Affidavit is being relied upon for all of the facts contained herein.
12. That this Affidavit is made and given by Affiant with full knowledge of applicable Florida laws regarding sworn Affidavits and liabilities resulting from false statements and misrepresentations therein.

The Affiant, hereby requests that **Commonwealth Land Title Insurance Company** issue its Policy of title insurance upon said real estate described above without General Exceptions 1, 2., 3, 4, 5, and 6, shown in the Commitment referenced above. We do hereby jointly and severally agree to indemnify and hold **Commonwealth Land Title Insurance Company** harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees, which **Commonwealth Land Title Insurance Company** shall sustain or become liable for under its policy now to be issued on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment above and the time of the recording of the same instruments described in said Commitment.

That this Affidavit is made for the express purpose of inducing **Commonwealth Land Title Insurance Company** and/or its duly appointed agents to issue a Policy on the above described property and made under the full apprehension of the law, with the intent that full faith and credit is to be given to the contents thereof by **Commonwealth Land Title Insurance Company**, its agents or its attorneys.

Signature
Charles R. Dunlap

Printed Name

State of **Florida**)
County of **Orange**)

This foregoing instrument was acknowledged before me this ____ day of **January, 2007**, by **Charles R. Dunlap Construction and Chris R. Dunlap Construction**. (check one:) ☐ said person(s) is/are personally known to me. ☐ said person(s) provided the following type of identification:

NOTARY SEAL

Notary signature

Print name